



## HP TERMS AND CONDITIONS OF SALE AND SERVICE

### Exhibit E16

HP's sale of Products and Support and HP's license of Software are governed by these HP Terms and Conditions of Sale and Service.

#### 1. DEFINITIONS

- a) "Delivery" means standard HP shipping to and arrival at the receiving area at the "Ship To" address specified in Customer's order.
- b) "Exhibits" means attachments that describe or otherwise apply to the sale or license of Products or Support.
- c) "Products" means hardware, Software, documentation, accessories, supplies, parts and upgrades that are determined by HP to be available from HP upon receipt of Customer's order. "Custom Products" means Products modified, designed or manufactured to meet Customer requirements.
- d) "Software" means one or more programs capable of operating on a controller, processor or other hardware Product ("Device") and related documentation. Software is either a separate Product, included with another Product ("Bundled Software"), or fixed in a Device and not removable in normal operation ("Firmware").
- e) "Specifications" means specific technical information about HP Products which is published in HP Product manuals and technical data sheets in effect on the date HP ships Customer's order.
- f) "Support" means hardware maintenance and repair; Software updates and maintenance; training; and other standard support services provided by HP. "Custom Support" means any agreed non-standard Support, including consulting and custom project services.

#### 2. PRICES

- a) Prices are valid for the period quoted by HP or for the applicable purchase agreement ordering period, whichever expires first. Prices remain valid for 180 days from the original order date unless otherwise quoted by HP. Change orders that extend Delivery beyond those validity periods become new orders at prices in effect when HP receives the change orders. Support prices, except for Custom and prepaid Support, may be changed by HP upon 60 days written notice.
- b) Prices are exclusive of, and Customer will pay, applicable sales, use, service, value added or like taxes, unless Customer has provided HP with an appropriate exemption certificate for the Delivery jurisdiction.

#### 3. ORDERS

- a) All orders are subject to acceptance by HP. Product orders must specify Delivery within 180 days from order date, unless otherwise agreed or quoted by HP.
- b) Customer will specify Ship To addresses within the country where the order is placed, unless otherwise agreed.
- c) Customer may cancel orders for Products (except Custom Products) prior to shipment at no charge. Customer will pay all charges for returning Products to HP's shipping location if Product orders are cancelled after shipment.

#### 4. DELIVERY

HP will make reasonable efforts to meet Customer's Delivery requirements. If HP is unable to meet Customer's Delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.

#### 5. SHIPMENT, RISK OF LOSS OR DAMAGE, AND TITLE

HP will ship according to HP's standard commercial practice, and risk of loss or damage and title will pass from HP to Customer at the Ship To address. Shipping and handling charges will be listed separately on HP's invoice when not included in the Product's purchase price. If Customer requested special packing or shipping instructions are agreed to by HP, charges will be billed separately to Customer, and risk of loss or damage and title will pass to Customer on delivery to Customer's carrier or designate.



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#### 6. INSTALLATION AND ACCEPTANCE

- a) Product installation information is available with Products, on quotations or upon request. Installation by HP, when included in the purchase price, is complete when the Product passes HP's installation and test procedures.
- b) For Products without installation included in the purchase price, acceptance by Customer occurs upon Delivery. For Products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by HP. If Customer schedules or delays installation by HP more than 30 days after Delivery, Customer acceptance of the Product(s) will occur on the 31st day after Delivery.

#### 7. PAYMENT

- a) Payment terms are subject to HP credit approval. Payment is due 30 days from HP's invoice date. Invoices for contractual support services and maintenance will be issued in advance of the Support period. HP may change credit or payment terms at any time when, in HP's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with HP so warrants.
- b) HP may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other HP agreement if, after 10 days written notice, the failure has not been cured.

#### 8. WARRANTY

- a) Product warranty period and additional information is available with Products, on quotations, or upon request.
- b) Products purchased from HP will receive the standard warranty in the country of purchase. If Customer moves such Products to another country where HP has Support presence, then Customer will receive the destination country standard warranty.
- c) Customer may receive a different warranty when the Product is purchased as part of a system. HP reserves the right to change the warranty. Such changes will affect only new orders.
- d) The warranty period begins on the date of Delivery, or the date of installation if installed by HP. If Customer schedules or delays installation by HP more than 30 days after Delivery, the warranty period begins on the 31st day after Delivery.
- e) If Customer transfers a Product to another user, warranty service is available to that user for the remainder of the warranty period.
- f) HP warrants HP hardware Products against defects in materials and workmanship. HP further warrants that HP hardware Products conform to Specifications.
- g) HP warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the Device designated by HP. HP further warrants that HP owned standard Software will substantially conform to Specifications. HP does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.
- h) HP does not warrant that the operation of Products will be uninterrupted or error free.
- i) If HP receives notice of defects or non-conformance to hardware Specifications, or substantial non-conformance to HP owned standard Software Specifications during the warranty period, HP will, at its option, repair or replace the affected Products. If HP is unable, within a reasonable time, to repair, replace or correct a defect or non-conformance in a Product to a condition as warranted, Customer will be entitled to a refund of the purchase price upon prompt return of the Product to HP. Customer will pay expenses for return of such Products to HP. HP will pay expenses for shipment of repaired or replacement Products.
- j) HP warrants that HP Support will be provided in a professional and workmanlike manner. HP will replace, at no charge, parts which are defective and returned to HP within 90 days of Delivery.
- k) Some newly manufactured HP Products may contain and HP Support may use remanufactured parts which are equivalent to new in performance.
- l) The above warranties do not apply to defects resulting from improper or inadequate maintenance by Customer; Customer or third party supplied software, interfacing or supplies; unauthorized modification; improper use or operation outside of the Specifications for the Product; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair.



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- m) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

#### 9. SUPPORT

- a) Customer may order Support from HP's then current Support offering. Some Support (and related Products) may not be available in all countries. Orders for Support are subject to the terms of the Support Exhibit or quotation in effect on the date of order.
- b) To be eligible for Support, Products must be at current specified revision levels and, in HP's reasonable opinion, in good operating condition.
- c) HP may, at no additional charge, modify Products to improve operation, supportability and reliability, or to meet legal requirements.
- d) Relocation of Products is Customer's responsibility. Relocation may result in additional Support charges and modified service response times. Support of Products moved to another country is subject to availability.
- e) HP will provide Support for products not supplied by HP when approved by HP in writing. HP will provide Support for HP Products when Customer allows HP to perform modifications if requested by HP under Section 9. c) above. Customer is responsible for removing any products not eligible for Support to allow HP to perform Support services. If Support services are made more difficult because of such product(s), HP will charge Customer for the extra work at HP's standard rates.
- f) Support does not cover any damage or failure caused by:
  - 1) use of non-HP media, supplies and other products; or
  - 2) site conditions that do not conform to HP's site specifications; or
  - 3) neglect, improper use, fire or water damage, electrical disturbances, transportation by Customer, work or modification by people other than HP employees or subcontractors, or other causes beyond HP's control; or
  - 4) inability of any non-HP products in Customer's environment to correctly process, provide or receive date data (i.e., representations for month, day, and year), and to properly exchange date data with the Products supplied by HP.
- g) Customer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Customer files, data or programs. Customer will have a representative present when HP provides Support services at Customer's site. Customer will notify HP if Products are being used in an environment which poses a potential health or safety hazard to HP employees or subcontractors; HP may require Customer to maintain such Products under HP supervision and may postpone service until such hazard is remedied.
- h) Customer may delete Products under Support or cancel Support orders upon 30 days written notice. Upon 60 days written notice, HP may cancel Support orders or delete Products no longer included in HP's Support offering.

#### 10. LICENSES

"Use" means storing, loading, installing, executing or displaying Software on a Device.

"Software License" means the Use authorization(s) for the Software specified by HP in its quotation, invoice or other documentation. Each Software License has a corresponding License Fee.

"License Fee" means the fee or fees designated by HP for Use of Software. Different License Fees may apply to particular Software if more than one Software License is available for that Software.

- a) In return for the License Fee, HP grants Customer a non-exclusive license to Use the object code version of the Software listed in Customer's order in conformance with:
  - 1. the terms set forth herein; and
  - 2. Use restrictions and authorizations for the Software specified by HP in its quotation, invoice or terms that accompany the Software; and
  - 3. HP's third party suppliers' terms that accompany the Software.

In the event of a conflict, the third party suppliers' terms that accompany the Software will take precedence over the Use restrictions and authorizations specified by HP and the terms set forth



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herein, and the Use restrictions and authorizations specified by HP will take precedence over the terms set forth herein.

- b) Unless otherwise specified, in return for the applicable License Fee, HP grants Customer a license to Use one copy of the Software on one Device at any one time.
- c) Unless otherwise specified, all Software Licenses will be perpetual unless terminated or transferred in accordance with Section 10. k).
- d) If Customer is an HP authorized reseller, Customer may sublicense the Software to an end-user for its Use or (if applicable) sublicense the Software to an HP authorized reseller for subsequent distribution to an end-user for its Use. These sublicenses must incorporate the terms of this Software License in a written sublicense agreement, which will be made available to HP upon request. If Customer is not an HP authorized reseller, Customer may not sublicense the Software unless otherwise agreed to by HP in writing.
- e) Software is owned and copyrighted by HP or by third party suppliers. Customer's Software License confers no title or ownership and is not a sale of any rights in the Software. Third party suppliers may protect their rights in the Software in the event of any infringement.
- f) Unless otherwise permitted by HP, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software on a backup Device, provided that copies and adaptations are used in no other manner and provided further that the Use on the backup Device is discontinued when the original or replacement Device becomes operable.
- g) Customer must reproduce all copyright notices in or on the original Software on all permitted copies or adaptations. Customer may not copy the Software onto any public or distributed network.
- h) Bundled Software or Firmware provided to Customer may only be used when operating the associated Device in configurations as sold or subsequently upgraded by HP. Customer may transfer Firmware only upon transfer of the associated Device.
- i) Updates, upgrades or other enhancements are available under HP Support agreements. HP reserves the right to require additional licenses and fees for Use of the Software on upgraded Devices.
- j) Customer will not modify, disassemble or decompile the Software without HP's prior written consent. Where Customer has other rights under statute, Customer will provide HP with reasonably detailed information regarding any intended disassembly or decompilation. Customer will not decrypt the Software unless necessary for legitimate use of the Software.
- k) Customer's Software License is transferable subject to HP's prior written authorization and payment to HP of any applicable fee(s). Upon transfer of the Software License, Customer will immediately deliver all copies of the Software to the transferee. The transferee must agree in writing to the terms of Customer's Software License. All Software License terms will be binding on involuntary transferees, notice of which is hereby given. Customer's Software License will automatically terminate upon transfer.
- l) HP may terminate Customer's or any transferee's or sublicensee's Software License upon notice for failure to comply with any applicable Software License terms. Immediately upon termination, the Software and all copies of the Software will be destroyed or returned to HP. Copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's or transferee's or sublicensee's database, will be removed and destroyed or returned to HP. With HP's written consent, one copy of the Software may be retained subsequent to termination for archival purposes.
- m) If the Software is licensed for use in the performance of a U.S. government prime contract or subcontract, Customer agrees that Software is delivered as "Commercial computer software" as defined in DFARS 252.227-7014 (Jun 1995) or as a "commercial item" as defined in FAR 2.101(a), or as "Restricted computer software" as defined in FAR 52.227-19 (Jun 1987) (or any equivalent agency regulation or contract clause), whichever is applicable. Customer agrees that the regulations and obligations in Exhibit U1 apply to all such Software and that the Software is adequately marked when the Restricted Rights legend in Exhibit U1 is affixed to the Software media. Customer further agrees that the Software has been developed entirely at private expense.

#### 11. INTELLECTUAL PROPERTY RIGHTS

- a) HP will defend or settle any claim against Customer, (or third parties to whom Customer is authorized by HP to resell or sublicense), that Products or Support (excluding Custom Products and Custom Support), delivered under these HP Terms and Conditions of Sale and Service infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where Products are used, sold or receive Support, provided Customer:
  - 1) promptly notifies HP in writing; and



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- 2) cooperates with HP in, and grants HP sole control of the defense or settlement.
- b) HP will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, HP may modify the Product, procure any necessary license, or replace it. If HP determines that none of these alternatives is reasonably available, HP will refund Customer's purchase price upon return of the Product if within one year of Delivery, or the Product's net book value thereafter.
- c) HP has no obligation for any claim of infringement arising from:
  - 1) HP's compliance with Customer's designs, specifications or instructions;
  - 2) HP's use of technical information or technology provided by Customer;
  - 3) Product modifications by Customer or a third party;
  - 4) Product use prohibited by Specifications or related application notes; or
  - 5) Product use with products not supplied by HP.
- d) These terms state HP's entire liability for claims of intellectual property infringement.

## 12. LIMITATION OF LIABILITY AND REMEDIES

- a) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Customer is solely liable if Products or Support purchased by Customer are used for these applications. Customer will indemnify and hold HP harmless from all loss, damage, expense or liability in connection with such use.
- b) To the extent HP is held legally liable to Customer, HP's liability is limited to:
  - 1) payments described in Sections 8. i) and 11. b) above;
  - 2) damages for bodily injury;
  - 3) direct damages to tangible property up to a limit of U.S.\$1,000,000;
  - 4) other direct damages for any claim based on a material breach of Support services, up to a maximum of 12 months of the related Support charges paid by Customer during the period of material breach; and
  - 5) other direct damages for any claim based on a material breach of any other term of these HP Terms and Conditions of Sale and Service, up to a limit of U.S.\$1,000,000 or the amount paid to HP for the associated Product, whichever is less.
- c) Notwithstanding Section 12. b) above, in no event will HP or its affiliates, subcontractors or suppliers be liable for any of the following:
  - 1) actual loss or direct damage that is not listed in 12. b) above;
  - 2) damages for loss of data, or software restoration;
  - 3) damages relating to Customer's procurement of substitute products or services (i.e., "cost of cover"); or
  - 4) incidental, special or consequential damages (including downtime costs or lost profits, but excluding payments described in Section 11. above and damages for bodily injury).
- d) THE REMEDIES IN THESE HP TERMS AND CONDITIONS OF SALE AND SERVICE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

## 13. GENERAL

- a) Transactions may be conducted through Electronic Data Interchange ("EDI") or other electronic methods, as agreed.
- b) HP will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.
- c) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.



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- d) Neither party may assign any rights or obligations hereunder without prior written consent of the other party. HP may, however, assign any rights and obligations hereunder to another Hewlett-Packard entity at any time subject to written notice.
- e) Customer who exports, re-exports or imports Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations, and for obtaining required export and import authorizations. HP may suspend performance if Customer is in violation of applicable regulations.
- f) Disputes arising in connection with these HP Terms and Conditions of Sale and Service will be governed by the laws of the country and locality in which HP accepts the order.
- g) Provisions herein which by their nature extend beyond the termination of any sale or license of Products or Support will remain in effect until fulfilled.
- h) If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.
- i) Customer will not register or use any internet domain name which contains HP's trademarks (e.g. "HP", "hp" or "Hewlett-Packard") in whole or in part or any other name which is confusingly similar thereto.
- j) These HP Terms and Conditions of Sale and Service and any Exhibits constitute the entire agreement between HP and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. Customer's purchase or license of Products and Support will constitute Customer's acceptance of these HP Terms and Conditions of Sale and Service, which may not be changed except by an amendment signed by an authorized representative of each party.



## HP UPFRONT SERVICES AND HP SYSTEM SUPPORT

### Exhibit SS5

HP Upfront Services and HP System Support are governed by this Exhibit and the HP Terms and Conditions of Sale and Service, HP Business Terms or HP Global Agreement.

#### 1. DEFINITIONS AND SERVICES INCLUDED

- a) "HP System Support Upfront Services", "HP System Support Options and Products", or simply "HP Upfront Services" refers to HP's offerings for hardware, software, network, SAN (Storage Area Network), and Mission Critical support. HP Upfront Services are offered in 1 to 5 year increments (depending on the HP Upfront Service purchased), and are available for purchase by the Customer either at the time of Product purchase, or prior to installation of such Products for which HP Upfront Services are being purchased.
- b) "HP System Support Services" or simply "HP System Support" refers to HP's offerings for hardware, software, network, SAN (Storage Area Network), and Mission Critical support. HP System Support is available on a contractual basis either for a fixed period or on an open-ended ("evergreen") basis (note that these are not part of HP's Upfront Services offering, as defined above.) HP System Support Services are also referred to as "contractual support".
- c) Certain features of HP Upfront Services and HP System Support Services are optional and may be purchased upon request by Customer. Standard and optional features for HP System Support Upfront Services and HP System Support Service, covering HP and specified non-HP systems, are described in the applicable Technical Data sheet and will be provided pursuant to the specifications set out therein. Technical Data sheets are given to Customer and become an integral part of this Exhibit. Some service features have prerequisites and/or ongoing requirements for Customer to receive all entitlements.

#### 2. PREREQUISITES

HP will determine, at its sole discretion, whether Customer adequately meets the prerequisites for HP Upfront Services and HP System Support as outlined in this Exhibit.

- a) Uniform Coverage. All HP hardware and software products that are part of a single support order must be covered at the same HP Upfront Services or HP System Support level. Similarly, the duration period for such coverage must be coterminous.
- b) Connectors and Cables. All products covered under HP Upfront Services and HP System Support must be interconnected by cables or connectors listed in the appropriate manufacturer's documentation as compatible with the system. For products that do not meet this requirement, service is available at HP's standard service rates.
- c) Software Support. All HP systems for which execution of diagnostic tests is software-dependent must, at a minimum, be covered by HP Upfront Services or HP System Support that provides periodic software updates.
- d) Coverage Requirements. For orders that include software support, all systems (including PC Server systems and XP storage devices) that are supported by one Customer system manager, except PC clients, must be covered by either HP Upfront Services, HP System Support or an existing custom contract for HP software support service.
- e) Right to Copy Documentation. Customer may copy documentation updates for use with other systems covered by an HP Upfront Service or an HP System Support service that provides software support.
- f) Software Licenses. Customer can purchase HP Upfront Services and HP System Support only for HP software for which Customer has rightfully acquired an appropriate HP software license (pursuant to licensing terms in Exhibit E16.)
- g) Software and Documentation Updates. For each software product covered under HP Upfront Services and HP System Support, Customer must select, if applicable, at least one copy of software and documentation updates by designating the appropriate media options.
- h) Designated Callers and Training Requirements. The following Customer contacts for the HP Response Center must be designated and trained through completion of the appropriate HP training courses as defined by HP: Customer system manager(s) and alternate(s), storage system manager(s) and alternates, for HP Upfront Support or HP System Support services that include SAN coverage; after normal business hours authorized caller; if applicable, network, including storage network operator and alternate; if applicable, application software manager and alternate; and if applicable, additional HP Response Center callers, which may be subject to an additional charge.
- i) Ordering Guides. For orders that include software support, Customer must purchase the HP Upfront Services or the HP System Support that corresponds to Customer's processor type, processor quantity, application software, and if applicable, storage system device type and data capacity.



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- j) Remote Support. For HP to provide remote support, Customer must give authorization and provide access to a remote support connection, either internet based or qualified modem, as well as access to one voice-grade telephone line and one data-quality telephone line or network with terminations, or equivalent, near the system. For storage devices using Continuous Track or Instant Support Enterprise Edition, a data quality phone line must be provided for "phone-home" diagnostic technology capability. For some service levels, Customer must allow HP to install and provide HP adequate space for and access to HP-provided equipment, as well as provide connectivity as specified in the applicable Technical Data sheet for the service.
- k) HP IT Resource Center. HP IT Resource Center is available via the worldwide web. With a Web browser, Customer can access the HP IT Resource Center. FTP access is required for some electronic services. Designated callers who submit HP Response Center calls via the HP IT Resource Center must meet the same training requirements as the Customer system manager. Use of HP support tools available via the HP IT Resource Center requires agreement to the HP Support Tool License Terms.
- l) Minimum Network Configuration. Customer must have at least one system on the network covered under HP Upfront Services and HP System Support to purchase network support services. Storage network environmental support customers are excluded from this requirement.
- m) Country Boundaries. All systems supported by one Customer system manager must be located within the same country.
- n) Eligibility. To be eligible for certain coverage levels and support offerings, Customer must meet the HP-specified minimum monthly billing amount.
- o) Central Order Group (selected products). (This provision only applies to Customers who purchased certain HP System Support Services.) HP System Support Service central order group must have only one Customer system manager. HP will designate the central order group in Customer's environment, usually the system with the fastest processor speed and largest number of users. Both the central order group and add-on order groups must be of the same HP or non-HP product family and must have the same Customer system manager.

### 3. SERVICE LIMITATIONS

- a) Hardware, Software, SAN and Network Support. Any services involving hardware, software or network-related problems not covered by HP Upfront Services or HP System Support will be subject to HP's standard service rates.
- b) Maximum Use Limitations. Products operated in excess of their maximum usage rate (as specified in the product's Technical Data sheet or operating manual) cannot be covered by HP Upfront Services and HP System Support but can be serviced at HP's standard service rates.
- c) Obsolete Products. HP may cover obsolete hardware and software products that are beyond their specified support period using reasonable efforts as determined by HP.
- d) Interfaces and Accessories. HP may cover cables, connectors, accessories and interfaces under the same hardware service level purchased for the products with which they are used.
- e) Supported Software Versions. Unless otherwise specified by HP, HP provides HP System Support only for the current and immediately preceding versions of HP software, and only when the software is used with hardware that is included in HP-specified configurations. If support coverage lapses, additional fees may be required to resume support coverage. HP will support specified versions of selected non-HP software, but will not support the software any longer than the vendor supports it. For non-HP software, HP provides HP System Support only for software versions that are documented as supported on specified configurations.
- f) Non-HP Software. Support for non-HP software covered by HP's System Support services is limited, unless otherwise specified by HP, to telephone assistance, and if available to HP from the third-party software vendor or other appropriate provider, patches, workarounds, and updates. HP's decision with respect to how long HP Upfront Services or HP System Support will support selected versions of non-HP software is final.
- g) Non-HP Products. HP is not liable for the performance or nonperformance of third-party hardware or software vendors, their products, or their support services, including design flaws in and/or incompatibility with either non-HP or HP products, unless otherwise specified by HP.
- h) HP Software on Non-HP Systems. HP Upfront Services and HP System Support for specified HP software products used with designated non-HP systems provides the following features: phone-in-assistance, software assistance, software problem reporting, HP IT Resource Center, HP information access and call submittal, license to Use software updates, and patches.
- i) Escalation Management. On-site assistance for critical software problems is limited to systems supported by one Customer system manager and situated within a 12.5-mile (20-kilometer) radius of





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each other. Systems situated beyond this distance limit that require on-site assistance will be subject to additional charges at HP's standard service rates.

- j) Access to the HP Response Center. HP Response Center use is limited to the Customer system manager for the operating system and subsystem software; if applicable, the network operator for the network, including storage networks; if applicable, the application software manager(s) for each family of HP application software; and, if purchased, the after-hours coverage system manager, and additional HP Response Center callers. In the absence of any of these managers, the HP Response Center is available to their designated alternates.
- k) Source Code Support. For HP source code, or non-HP software covered under HP Upfront Services and HP System Support, assistance is limited to problems that can be duplicated on the current version of the object code of the particular software. HP charges Customer at HP's standard service rates for any other required assistance.
- l) HP Diagnostic Software (selected products). HP is not responsible for loss of Customer business revenue if HP Diagnostic software, HP High Availability Observatory, HP Instant Support Enterprise Edition, HP Continuous Track, or HP remote fault manager software does not identify, track, or remedy system or peripheral problems prior to actual occurrence.
- m) Network Software Coverage without Network Support. Support for HP network software that provides multivendor node connectivity is limited to product-usage and problem-solving assistance and software update materials, unless network support is purchased.
- n) Travel Zones. Customer sites located beyond 100 miles (160 kilometers) of a primary HP Support Responsible Office may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours as specified in HP's Worldwide Customer Support Travel and Office Directory. Availability of some coverage levels is based on distance from a primary HP Support Responsible Office.
- o) Exclusions. HP Upfront Services and HP System Support do not include assistance that involves program development, coding, isolation of coding problems, implementation assistance (except for Telecom Critical Support and certain Mission Critical Services), data recovery regardless of the cause of data loss or hardware malfunctions, and problems or investigation time relating to the use of privileged mode code on HP 3000 systems. HP Upfront Services and HP System Support do not include consulting unless a consulting option has been purchased. HP Upfront Services and HP System Support are not a substitute for any formal training offered by HP.
- p) Availability. Some HP Upfront Services and HP System Support features and coverage levels are subject to local availability.
- q) Consumables, User Replaceable Parts, and Maintenance Kits. HP Upfront Services and HP System Support do not include the provision and installation by HP of consumables, user replaceable parts or maintenance kits.
- r) Out of Coverage Hours. Customer requests for hardware and software support services, or for HP installation and configuration services, that are scheduled after HP's normal business hours may be subject to HP standard service rates (unless Customer has purchased the applicable HP Upfront Services or HP System Support which provides for such services outside of HP's normal business hours).

#### 4. CUSTOMER RESPONSIBILITIES

- a) Product List. Customer must maintain and provide to HP a current list of products supported under HP Upfront Services and HP System Support.
- b) Access. Customer must provide HP with the following:
  - 1) Access to the products covered under HP Upfront Services and HP System Support.
  - 2) Adequate working space and facilities within a reasonable distance of the products.
  - 3) Access to and use of all information, internal resources, and facilities determined necessary by HP to service the products.
  - 4) For the scheduled support level, Customer must designate a single work area acceptable to HP at Customer site. This area must include shelves or racks for incoming and outgoing products, adequate open bench workspace, adequate power and lighting, and access to a telephone. Before having a product serviced under the scheduled support level, Customer must:
    - a) Maintain a written log of model number, serial number, and current failure symptoms and be prepared to provide this information to HP upon request.
    - b) Locate all failed units to be repaired during a scheduled visit at the designated work area before the HP Customer Engineer arrives.



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- c) Call HP the workday before the day of the scheduled visit to provide information regarding the number and type of products requiring repair.
- c) Operating Procedures. Customer must follow routine operating procedures as specified in the manufacturer's product operation manual(s).
- d) Usage Charges. Customer must allow HP to install or remove usage meters on specified electromechanical devices. Usage charges may be charged separately.
- e) Diagnostic/Maintenance Software (selected products). Customer must allow HP to keep system and network diagnostic and maintenance programs resident on Customer's system or site for the exclusive purpose of performing diagnostics and maintenance. For Instant Support Enterprise Edition requiring a support node, the Customer must maintain and support the support node with the required updates and patches. Prior to submitting a software problem report to HP, and prior to placing a service request to HP, Customer may be required to assist HP in running these HP-supplied programs. Customers with HP High Availability Observatory, HP Instant Support Enterprise Edition or with HP remote fault management software must use the electronic data transfer capability it provides to inform HP of events identified by the software. Customer acknowledges that Customer has no ownership interest in diagnostic hardware or software provided by HP and that HP may remove these diagnostic programs and any HP-owned modems, workstations or PCs, network devices, or remote access devices upon termination of HP Upfront Services and System Support.
- f) Instant Support Enterprise Edition (ISEE). In the ISEE - Data Center Configuration (DCC), when HP provides the support node to the Customer, Customer may only use the ISEE and any of its components for purposes of ISEE unless requested to do so by HP to facilitate delivery of services. When so requested, Customer may only use the ISEE for the purposes covered by HP's permission. Customer will be liable to HP for any losses resulting from Customer's unauthorized use of the ISEE or any of its components, or from the Customer's unauthorized access to HP's network.
- g) High Availability Observatory (HAO). The HAO consists of hardware, software and, if applicable, documentation, owned and operated by HP, installed in Customer's specified site. The HAO is a feature of certain Mission Critical support offers (Critical System Support and Business Continuity Support), and is used to facilitate delivery of HP services to Customer. Except for HP's express consent otherwise, Customer may not use the HAO or any of its components unless requested to do so by HP to facilitate delivery of services. When so requested, Customer may only use the HAO for the purposes covered by HP's permission. Customer will be liable to HP for any losses resulting from Customer's unauthorized use of the HAO or any of its components, or from Customer's unauthorized access to HP's network. Customer's limited right to use the HAO equipment, software or documentation is non-transferable. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the HAO or any portion or components thereof.
- h) Revision Levels. Customer must maintain all associated system hardware and firmware, except PC systems, at the latest HP-specified configuration and code revision level. For PC systems, Customer must maintain all associated system hardware and firmware at a revision level specified by HP. Customers must maintain HP-supported non-HP software at a code revision level specified by HP.
- i) Telecommunication Charges. Customer is responsible for all telecommunication charges associated with using HP IT Resource Center and with installing and maintaining ISDN links and Internet connection, or HP-approved alternatives, to the HP Response Center, including as they relate to the HAO.
- j) Temporary Procedures. Customer is responsible for implementing temporary procedures or workarounds while permanent solutions are being sought.
- k) Files, Data and Programs. Customer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Customer files, data or programs.
- l) Safe Environment. Customer will have a representative present when HP provides support services at Customer's site. Customer will notify HP if Products are being used in an environment, which poses a potential health or safety hazard to HP employees or subcontractors; HP may require Customer to maintain such products under HP supervision and may postpone service until such hazard is remedied.

## 5. SOFTWARE LICENSE AND COPYRIGHTS

- a) Updates.
- 1) HP grants Customer license to Use software updates provided by HP under the HP Upfront Services and HP System Support that provides software support.
  - 2) In addition, HP grants Customer a license to Use and make one copy of the updates received from HP for each HP software Product license for which Customer has purchased HP Upfront Services or



## HP UPFRONT SERVICES AND HP SYSTEM SUPPORT

### Exhibit SS5

HP System Support that provides software support. The license to copy updates on additional systems are not available for HP 9000 Series 1500 systems.

- 3) Customer agrees that the license to Use and copy updates are governed by the HP Software License terms in effect on the date HP ships the update to Customer. The HP Software License Terms are hereby made a part of this Exhibit.
- b) HP Update Ownership. Customer acknowledges that it does not own and has no right to, title to, or interest in the updates except as set forth in the applicable HP Software License Terms.
- c) Copyright and Trademark Notices. Customer agrees to reproduce and conspicuously affix copyright and trademark notices from the original software or documentation on each copy of an update that Customer makes or obtains from an electronic data source.

#### 6. MISCELLANEOUS

- a) Subcontractors. Notwithstanding anything to the contrary in HP Terms and Conditions of Sale and Service, HP reserves the right and Customer consents to HP's use of subcontractors to assist in the provision of HP Upfront Services and HP System Support as HP deems appropriate, without notice to Customer.
- b) Replacement Parts. Replacement parts provided under HP Upfront Services and HP System Support may include new parts, equivalent to new parts, parts that are functionally equivalent or superior to the replaced part, or whole unit replacements.
- c) Attachments. Customer must comply with the terms and conditions of the additional attachments to this Exhibit, if any.
- d) HP Product Warranty Upgrade. If HP System Support Service that provides hardware support is ordered with the initial purchase or lease of HP hardware products with a 90-day on-site warranty or 1-year return-to-HP warranty, the service level ordered or the warranty coverage level, whichever provides the better service level, will be provided during the on-site warranty period. A 1-year return-to-HP warranty must be converted to a 90-day on-site warranty to qualify. Days of coverage and on-site response times can be upgraded for an additional charge during the warranty period for most hardware products.
- e) Warranty Status of Non-HP Products. Non-HP products will be serviced in accordance with this Exhibit, irrespective of warranty status.
- f) Cancellation. If HP Upfront Services are canceled, Customer will receive a pro-rata refund only for the unused prepaid services.
- g) Financing. If HP Upfront Services are financed as part of an HP Financing Agreement, the HP Financing Agreement terms and conditions regarding cancellation will govern.

Sections 7, 8, and 9 apply only to Customers who purchased HP System Support Services that include multivendor network coverage and/or warranty maintenance management services.

#### 7. MULTIVENDOR NETWORK COVERAGE

The additional terms and conditions in this Section 7 and in Section 9 apply to orders for HP System Support Services that include multivendor network coverage.

- a) Affiliates. HP has developed working relationships with select vendors, known as Affiliates, who assist in the delivery of multivendor support. For purposes of HP's appointment as a Special Agent during multivendor coverage, non-Affiliate refers to other vendors of products in Customer's network.
- b) Performance of Affiliates and Non-Affiliates. HP is not liable for performance or non-performance of Affiliates and non-Affiliates, their products, or their support services.
- c) Operational Network. HP must verify Customer's network as fully operational before HP System Support Service, including LAN/WAN network, and Storage Network Environmental support coverage begins. This prerequisite is deemed to be met if HP System Support Service coverage commences upon completion of HP's network configuration or assessment services. Otherwise, HP performs verification at HP's standard service rates.
- d) Supported Connections. HP must agree upon all network connections and products covered under HP System Support Service with network coverage.
- e) Service Requests. Prior to or after placing a service request with HP, Customer will run HP or non-HP product or network diagnostic self-test programs, as appropriate. Customer must then



## HP UPFRONT SERVICES AND HP SYSTEM SUPPORT

### Exhibit SS5

contact the appropriate product vendor if a specific product is found to be at fault. Upon request from HP during a service call, Customer will enable the connection to HP via the network support tool if applicable.

- f) Network Information. Customers without the HP network support tool installed must identify current product version numbers and system configuration information for all products on the network. Customer must notify HP when major topology changes occur on the network.
- g) Non-HP Service Contracts. To take advantage of HP System Support Service benefits, Customer must purchase service contracts from Affiliates and non-Affiliates that maintain appropriate support service levels for non-HP products.

#### 8. WARRANTY MAINTENANCE MANAGEMENT

The additional terms and conditions in this Section 8 and in Section 9 apply to orders for HP System Support Services that include warranty maintenance management services.

HP provides warranty maintenance management for designated non-HP hardware products if HP is appointed as a Special Agent as set out in Section 9 during the warranty period of the non-HP product. For purposes of HP's appointment as a Special Agent during warranty maintenance management, non-Affiliate refers to manufacturers of the designated non-HP hardware products, or authorized service providers for such manufacturers who are obligated to provide services during warranty.

#### 9. APPOINTMENT OF HP AS SPECIAL AGENT

These terms and conditions are effective only when HP offers and Customer appoints HP as a Special Agent in dealing with specified non-Affiliates during multivendor problem management or during warranty maintenance management, as evidenced by execution of an attachment to this exhibit. HP provides this attachment when necessary.

- a) Scope of Agency. Upon appointment, Customer authorizes HP to represent Customer in dealings with specified non-Affiliates in the process of network fault isolation and problem resolution, or management of a service call during the warranty period for non-HP hardware products. HP's authority to represent Customer is limited to the following activities:
  - 1) HP directly contacts non-Affiliates for the purpose of (a) initiating a service call by a non-Affiliate for remote or on-site assistance with Customer's network and equipment, or (b) requesting non-Affiliate's (specified in Appendix A to the appointment attachment for warranty maintenance management) performance of its obligations only during the warranty period.
  - 2) HP directly follows up with non-Affiliates throughout the network problem resolution process or until the non-HP hardware warranty problem is resolved.
  - 3) HP facilitates communication among non-Affiliates and between HP and non-Affiliates in the process of network fault isolation and problem resolution.
- b) Relationship between Parties. This appointment will not:
  - 1) Be construed to create the relationship of employer and employee partnership or joint venture between HP and Customer or its employees.
  - 2) Preclude HP from acting as a Special Agent for multivendor problem management for other parties, or from performing warranty maintenance management for non-HP products for other parties.
  - 3) Preclude HP from continuing in the business of multivendor problem management, even if Customer is also in the business of providing similar services.
  - 4) Allow HP or Customer to use each other's trademark or trade name in any manner.
- c) Customer Responsibilities for Appointment.
  - 1) In order to appoint HP as a Special Agent, Customer must sign the attachment provided by HP.
  - 2) Customer must write letters of notification to specific non-Affiliates listed in the appendix of the appropriate attachment. These letters must explain the scope of agency and a copy must be sent to HP. The appendix can only be modified in writing upon mutual agreement of both parties.
  - 3) Customer must provide HP with a list of non-HP products on the network, including their respective names, model numbers, serial numbers, and firmware and software revision numbers, along with copies of applicable support contracts for these products.



**HP UPFRONT SERVICES AND HP SYSTEM SUPPORT**  
**Exhibit SS5**

- 4) Customer must provide HP with, and keep current, a list of the non-Affiliate contacts and a list of the non-HP hardware products for which HP will provide warranty maintenance management, including product's numbers, product's serial numbers, dates of purchases/delivery, warranty period and service level, and, if applicable, software license and revision numbers.
  - 5) Customer must provide HP with a copy of the warranty terms and conditions applicable to all non-HP hardware products, and a copy of warranty entitlement, such as the proof of purchase, validating warranty for non-HP hardware products for which HP will provide warranty maintenance management.
  - 6) Customer must provide to HP in writing all information that may have a direct effect on the operation or cost-effective maintenance of the network, or on the warranty maintenance management of non-HP hardware products.
  - 7) Customer understands the limited scope of HP's authority as a Special Agent and agrees not to obligate HP beyond the terms and conditions set out in this Exhibit.
  - 8) Customer is solely responsible for dealing directly with non-Affiliates concerning any transaction that requires a purchase order for non-HP support services.
  - 9) Customer must submit a service claim during warranty if a non-Affiliate requires such a submission directly from Customer.
- d) Additional Provisions.
- 1) Limitation of Liability. HP is not liable for any damage or claims made against Customer or HP that are caused by HP's failure to perform its obligations under Section 9 or by service contracts with non-Affiliates.
  - 2) Indemnity. Customer agrees to indemnify and hold HP harmless from any liability, expense, or loss, including attorney's fees, incurred as a result of any claim that may be made against HP by any third parties that arise out of HP's discharge of authorized duties as stated here, or Customer's failure to perform its obligations under Section 4 of this Exhibit or the service contract with such third parties. The indemnities provided here will survive termination of this Exhibit.

# Support Quote Overview



**Support Agreement ID: 245642956**  
**Special Terms and Conditions No: S**

**Customer Address:**  
CITY OF SUNNYVALE  
650 W OLIVE AVE  
SUNNYVALE CA 94086-7619

**Hewlett-Packard Address:**  
HEWLETT-PACKARD COMPANY  
8000 Foothills Blvd MS 5536  
ROSEVILLE CA 95747-5763

**Customer Contact:**  
MARILYN CRANE  
Tel: (408) 730-7557  
Fax:  
E-mail mcrane@ci.sunnyvale.ca.us  
The quoted prices are valid for 90 days from: 06/26/2004  
For Support, please call: 800-633-3600

**HP Contact:**  
Deborah Radcliff  
Tel: 1-800-386-1115 X53826  
Fax: 1-800-307-0361

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Subject to Hewlett-Packard Company (HP) Terms and Conditions of Sale and Service, Exhibit E16, and HP Support Services, Exhibit SS5.

System Support Service	Support Description
------------------------	---------------------

H5355A	HP System Support Service. Provides hardware support, software usage assistance, software update licenses if applicable, & access to HP SupportLine. See options for network
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System Handle	System Support Service	Coverage Period From To	Description	Contract Total/USD
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7000SUNNYIT4	H5355A	07/01/2004 06/30/2005	7000SUNNYIT4	27,924.00
			<b>Total Excluding Taxes</b>	<b>27,924.00</b>

<b>Summary of Charges</b>	
Hardware Support	19,788.00
Software Support - Right to Use	2,496.00
Software Support-Labor	4,872.00
Software Support-Materials	768.00
<b>Total Excluding Taxes</b>	<b>27,924.00</b>

Total excludes all taxes, however, taxes will be added at the time of invoicing at the current tax rate.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.  
Refer to the detail document for state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.

# Support Services Quote



Special Terms and Conditions No: S  
Your PO Reference:  
CCRN Number: 0300861472

System Handle: 7000SUNNYIT4  
HP Reference Number: 40396407

Equipment Address:  
CITY OF SUNNYVALE  
650 W OLIVE AVE  
SUNNYVALE CA 94086-7637

Software Update Address:  
SUNNYVALE CITY OF  
650 W OLIVE AVE  
SUNNYVALE CA 94086-7637

Hardware Contact:  
BOB VARESIO  
Tel: (408) 730-7551  
Fax:

Software Contact:  
BOB VARESIO  
Tel: 408 730 7551  
Fax:

The quoted prices are valid for 90 days from: 06/26/2004  
Coverage from: 07/01/2004 to: 06/30/2005  
For Support, please call: 800-633-3600

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

Comment: These prices reflect additions, deletions, and warranties.

### \*\*\* Support Services \*\*\*

H5355A HW, SW, and Network Support  
SW upd. on CD-ROM  
Phone-in SW Supp Business Hrs  
K4xx/5xx/4W  
Manuals on CD-ROM.  
Development Support  
Network Support Declined  
Next-day on-site response  
Central System in Support Grp

### \*\*\* Hardware Support \*\*\*

A3454A	HP 9000 K420 Server w/128 MB ECC memory	3623A15794	1	304.00
Please note HP can no longer support this item from: 06/30/2007				
A3452A	120 MHz PA RISC 7200 CPU with 2 MB cache		1	22.00
A3452AR	Rmkt 120 MHz PA RISC 7200 CPU with 2 MB		1	22.00
*A3452A	120 MHz PA RISC 7200 CPU with 2 MB cache		1	
A3452AR	Rmkt 120 MHz PA RISC 7200 CPU with 2 MB		1	22.00
*A3452A	120 MHz PA RISC 7200 CPU with 2 MB cache		1	
A3027A	128 MB ECC High Density Memory Module		1	0.00
A3027A	128 MB ECC High Density Memory Module		1	0.00
A3027A	128 MB ECC High Density Memory Module		1	0.00
A3351A	2 GB FWD SCSI-2 Disk Drive	T376616100	1	23.00
Please note HP can no longer support this item from: 06/30/2005				
C1064GX	System Console - Green Screen	UST6181413	1	4.00
A2969A	20 MB FWD SCSI-2 interface		1	0.00
A2969A	20 MB FWD SCSI-2 interface		1	0.00

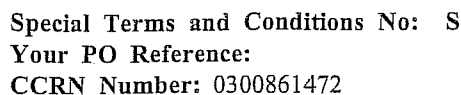
\*Component priced as part of item

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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\*Component priced as part of item

Please refer to the payment schedule for prices to be invoiced yearly in advance.





Special Terms and Conditions No: S  
Your PO Reference:  
CCRN Number: 0300861472

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
A3312A	HA Field Rackable Storage Enclosure	USM2R13320			1	8.00
A3312A#002	Redundant hot pluggable power supply				1	0.00
A3312A#254	2x9GB LP WD High Performance Disk Module				1	48.00
A3312A#254	2x9GB LP WD High Performance Disk Module				1	48.00
A3312A#254	2x9GB LP WD High Performance Disk Module				1	48.00
28696A	HP-PB FWD SCSI-2 host adapter	40110EB35R			1	0.00
A2969A	20 MB FWD SCSI-2 interface	6E01675332			1	0.00
A5285A	9.1 GB 7200 RPM Low Profile Disk Upgrade	SGS1R24283			1	23.00
A5285A	9.1 GB 7200 RPM Low Profile Disk Upgrade	SGS1R24289			1	23.00
A5285A	9.1 GB 7200 RPM Low Profile Disk Upgrade	SGS1R28227			1	23.00
A5285A	9.1 GB 7200 RPM Low Profile Disk Upgrade	SGS1R28234			1	23.00
A3483A	256 MB memory board for K class Servers	6E02123551			1	0.00
A3483A	256 MB memory board for K class Servers	6E02124139			1	0.00
C3204D	HP LineJet 1000Q	US04002224			1	99.00
C6378A	SMART Desktop DLT8000 module	3713G11213			1	30.00
28696A	HP-PB FWD SCSI-2 host adapter	40110EB9X2			1	0.00
A3185A	4 HP-PB slot expansion upgrade	4118A14156			1	0.00
J2157B	HP FDDI/9000 for Servers			05/31/2005	1	12.00
Please note HP can no longer support this item from: 05/31/2005						
Sub-total						1,650.00

\*\*\* Software Support \*\*\*

J2157B	HP FDDI/9000 for Servers	05/31/2005	1	0.00
Please note HP can no longer support this item from: 05/31/2005				
H2083A	HP 9000 SW Phone-In Assistance		1	332.00
H6373AA	HP Per Lic Product Specific Appl Caller		1	0.00
B3919EA	HP-UX Operating System License, Servers		1	142.00
B3919EA#AGL	HP-UX 8 user level/upgrade from 2 user		1	0.00
B3920EA	HP-UX Operating System Media for Servers		1	46.00
B3920EA#ABA	U.S. - English localization		1	0.00
B3901BA	HP C/ANSI C Developer Bundle Server LTU		1	22.00
B3913DB	HP aC++ LTU for Servers		1	24.00
B2491BA	MirrorDisk/UX License for Servers		1	6.00
B2491BA#AE5	System license for HP 9000 tier 2 SPU's		1	36.00
B6951AA	OV Data Protector Cell Manager HP-UX LTU		1	70.00
B6237AA	HP C/ANSI C Developers Bundle Manuals		1	0.00
Sub-total				678.00
Total Monthly Price for 7000SUNNYIT4				2,328.00

\*Component priced as part of item

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: S  
Your PO Reference:  
CCRN Number: 0300861472

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Summary of Charges**

Hardware Support	1,650.00
Hardware Support Tax CA	0.00
Software Support - Right to Use	208.00
Software Support - Right to Use Tax CA	17.17
Software Support-Labor	406.00
Software Support-Labor Tax CA	0.00
Software Support-Materials	64.00
Software Support-Materials Tax CA	5.30
<b>TOTAL INCLUDING TAX</b>	<b>2,350.47</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

\*Component priced as part of item

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Payment Schedule as of 05/27/2004

Support Agreement ID: 245642956

Breakdown of charges for period: From: 07/01/2004 to: 06/30/2005

System Handle	07/01/2004
	06/30/2005

7008SUNNYT4 27,924.00

Applicable tax to be added to the invoice.

# Support Quote Overview



**Support Agreement ID: 245657113**  
**Special Terms and Conditions No: S**

**Customer Address:**  
CITY OF SUNNYVALE  
650 W OLIVE AVE  
SUNNYVALE CA 94086-7637

**Hewlett-Packard Address:**  
HEWLETT-PACKARD COMPANY  
8000 Foothills Blvd MS 5536  
ROSEVILLE CA 95747-5763

**Customer Contact:**  
MARILYN CRANE  
Tel: (408) 730-7557  
Fax:  
E-mail mcrane@ci.sunnyvale.ca.us  
The quoted prices are valid for 90 days from: 03/10/2004  
For Support, please call: 800-633-3600

**HP Contact:**  
Deborah Radcliff  
Tel: 1-800-386-1115 X53826  
Fax: 1-800-307-0361

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Subject to Hewlett-Packard Company (HP) Terms and Conditions of Sale and Service, Exhibit E16, and HP Support Services, Exhibit SS5.

System Support Service	Support Description
H4401C	Next Day System Support, Phone/Updates

System Handle	System Support Service	Coverage Period From:	To:	Description	Contract Total/USD
7000SUNNYIT5	H4401C	07/01/2004	06/30/2005	7000SUNNYIT5	6,120.00
				<b>Total Excluding Taxes</b>	<b>6,120.00</b>
				<b>Summary of Charges</b>	
				Hardware Support	4,656.00
				Software Support-Labor & Materials	1,464.00
				<b>Total Excluding Taxes</b>	<b>6,120.00</b>

Total excludes all taxes, however, taxes will be added at the time of invoicing at the current tax rate.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.  
Refer to the detail document for state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.

# Support Services Quote



Special Terms and Conditions No: S  
Your PO Reference:  
CCRN Number: 0300208042

System Handle: 7000SUNNYIT5  
HP Reference Number: 40343577

Equipment Address:  
City Of Sunnyvale  
650 W OLIVE AVE  
SUNNYVALE CA 94086-7637

Software Update Address:  
CITY OF SUNNYVALE  
650 W OLIVE AVE  
SUNNYVALE CA 94086-7637

Hardware Contact:  
BOB VAREGIO  
Tel: (408) 730-7551  
Fax:

Software Contact:  
BOB VAREGIO  
Tel: (408) 730-7551  
Fax:

The quoted prices are valid for 90 days from: 03/10/2004  
Coverage from: 07/01/2004 to: 06/30/2005  
For Support, please call: 800-633-3600

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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Comment: After Hrs Caller CLARIN PAAP (408) 730-7544  
These prices reflect additions, deletions, and warranties.

## \*\*\* Support Services \*\*\*

H4401C  
Next Day System Support, Phone/Updates  
CD-ROM Media  
Manuals on CD-ROM  
rp5450/5470(L2000/3000) Server  
rp54XX (L-Class) CPUs

## \*\*\* Hardware Support \*\*\*

A4901A	HP Rack System/E, 33U, quartz color	US00069532	1	0.00
A6583A	PowerTrust II-MR 4 kW (4.5 kVA) UPS 230V	FRM4048011	1	40.00
A5191B	HP server rp5450 Solution	USS412666J	1	265.00
A6696A	HP server rp54X0 embedded system I/O		1	0.00
A5522A	PA8500 CPU 1.5MB cache, 440 MHz		1	53.00
A5796A	Processor Support Module for rp54X0	94Q93125359	1	0.00
A5802A	9GB HotPlug Ultra2 SCSI LP Disk	SG3BV1DCTL	1	0.00
A5802A	9GB HotPlug Ultra2 SCSI LP Disk	SG3BV1DCWX	1	0.00
A5557A	DVD ROM Device for HP Svr rp54X0 systems	JPP1020392	1	0.00
A5149A	Single Port Ultra 2 SCSI HBA (PCI bus)	52SY420820	1	0.00
A5149A	Single Port Ultra 2 SCSI HBA (PCI bus)	52SY421200	1	0.00
A5581A	Factory racked L-Class, HA slider rails		1	0.00
A5527A	HotSwap Power Supply, Redundant System		1	0.00
C6379A	SMART Field Integrated DLT 8000 module	DE13201373	1	30.00
A4800A	PCI FWD SCSI-2 card for HP 9000 Servers	520860701	1	0.00
A5798A	1024MB High Density SyncDRAM Mem Module	6E04144031	1	0.00
A5798A	1024MB High Density SyncDRAM Mem Module	6E04144284	1	0.00
A5798A	1024MB High Density SyncDRAM Mem Module	6E04144466	1	0.00

a) Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Printed on: 03/27/2004

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Special Terms and Conditions No: S  
Your PO Reference:  
CCRN Number: 0300208042

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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Sub-total 388.00

\*\*\* Software Support \*\*\*

H7053AA	HP Software Support			1	30.00
	L-Class 2XXX/3XXX System				
H7053AA	HP Software Support			1	20.00
	Support - L-Class CPUs				
B9089AA	HP-UX OE LTU without system			1	26.00
B3901BA	HP C/ANSI C Developer Bundle Server LTU			1	14.00
B3913DB	HP aC++ LTU for Servers			1	12.00
B2433EB	HP Micro Focus Object COBOL LTU Devel			1	20.00
B3920EA	HP-UX Operating System Media for Servers			1	0.00
B3920EA#ABA	U.S. - English localization			1	0.00
B3921EA	HP-UX version 11.0 manuals			1	0.00
B6237AA	HP C/ANSI C Developers Bundle Manuals			1	0.00
B3921EA#0BE	Systems admin manuals			1	0.00
H7053AA_SL2#0BC	CD-ROM Documentation			1	0.00
H7053AA_SL2#AAF	CD-ROM Media			1	0.00

Sub-total 122.00

Total Monthly Price for 7000SUNNYIT5 510.00

Summary of Charges

Hardware Support	388.00
Hardware Support Tax CA	0.00
Software Support-Labor & Materials	122.00
Software Support-Labor & Materials Tax CA	5.05
<b>TOTAL INCLUDING TAX</b>	<b>515.05</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Hardware products under warranty

A5797A	512MB High Density SyncDRAM Mem Module	6E04039360	02/07/2003	03/06/2006a)	1
A5797A	512MB High Density SyncDRAM Mem Module	6E04039354	02/07/2003	03/06/2006a)	1

a) Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Payment Schedule as of 05/27/2004

Support Agreement ID: 245657113

Breakdown of charges for period: From: 07/01/2004 to: 06/30/2005

System: Handle	07/01/2004
	06/30/2005

7000SUNNYT5 6,120.00  
Applicable tax to be added to the invoice.

Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.

# Support Quote Overview



**Support Agreement ID: 245659962**  
**Special Terms and Conditions No: S**

**Customer Address:**  
CITY OF SUNNYVALE  
650 W OLIVE AVE  
SUNNYVALE CA 94086-7637

**Hewlett-Packard Address:**  
HEWLETT-PACKARD COMPANY  
8000 Foothills Blvd MS 5536  
ROSEVILLE CA 95747-5763

**Customer Contact:**  
MARILYN CRANE  
Tel: (408) 730-7557  
Fax:  
E-mail mcrane@ci.sunnyvale.ca.us  
The quoted prices are valid for 90 days from: 06/26/2004  
For Support, please call: 800-633-3600

**HP Contact:**  
Deborah Radcliff  
Tel: 1-800-386-1115 X53826  
Fax: 1-800-307-0361

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Subject to Hewlett-Packard Company (HP) Terms and Conditions of Sale and Service, Exhibit E16, and HP Support Services, Exhibit SS5.

System Support Service	Support Description
H4381C	Personalized System Support, 24x7

System Handle	System Support Service	Coverage Period From: To:	Description	Contract Total/USD
SUNNYL1	H4381C	07/01/2004 06/30/2005	SUNNYL1	38,717.13
			<b>Total Excluding Taxes</b>	<b>38,717.13</b>
			<b>Summary of Charges</b>	
			Hardware Support	10,697.13
			Software Support-Labor	26,124.00
			Software Support-Labor & Materials	1,896.00
			<b>Total Excluding Taxes</b>	<b>38,717.13</b>

Total excludes all taxes, however, taxes will be added at the time of invoicing at the current tax rate.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.  
Refer to the detail document for state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.



# Support Services Quote



Special Terms and Conditions No: S  
Your PO Reference:  
CCRN Number: 0301362962

System Handle: SUNNYL1  
HP Reference Number: 40396408

Equipment Address:  
City Of Sunnyvale  
650 W OLIVE AVE  
SUNNYVALE CA 94086-7637

Software Update Address:  
CITY OF SUNNYVALE  
650 W OLIVE AVE  
SUNNYVALE CA 94086-7637

Hardware Contact:  
Please Provide  
Tel:  
Fax:

Software Contact:  
Please Provide  
Tel:  
Fax:

The quoted prices are valid for 90 days from: 06/26/2004  
Coverage from: 07/01/2004 to: 06/30/2005  
For Support, please call: 800-633-3600

Product No.	Description	Serial No.	Coverage Period	Qty	Price/USD
			from: to:		

Comment: These prices reflect additions, deletions, and warranties.

### \*\*\* Support Services \*\*\*

H4381C Personalized System Support 24x7  
CD-ROM Media  
Core Srvces for Proactive Prgm  
3-4 L-Class 2xxx/3xxx CPUs(PSS)  
Add'l HP ASE Srvs, normal hrs  
Manuals on CD-ROM  
rp5450/5470(L2000/3000) Server  
rp54XX (L-Class) CPUs

### \*\*\* Hardware Support \*\*\*

A6144B	HP server rp5470 Enterprise Solution	USR414976S	1	413.00
A6696B	Embedded I/O for HP server rp54X0 system		1	0.00
A6146A	PA8600 CPU 1.5MB cache, 550 MHz	6F20181052	1	83.00
A6146A	PA8600 CPU 1.5MB cache, 550 MHz	6F20181053	1	83.00
A5796A	Processor Support Module for rp54X0	4Q93141572	1	0.00
A5797A	512MB High Density SyncDRAM Mem Module	6E03137745	1	0.00
A5797A	512MB High Density SyncDRAM Mem Module	6E03155591	1	0.00
A5797A	512MB High Density SyncDRAM Mem Module	6E03156088	1	0.00
A5797A	512MB High Density SyncDRAM Mem Module	6E03156140	1	0.00
A6155A	HP srvr rp5430 & rp5470 memory extender	6E03228581	1	0.00
A5803A	18GB HotPlug Ultra2 SCSI LP disk drive	SG3BT2THL7	1	0.00
A5803A	18GB HotPlug Ultra2 SCSI LP disk drive	SG3BT2THTJ	1	0.00
A5557A	DVD ROM Device for HP Svr rp54X0 systems	JPP1054126	1	0.00
A5149A	Single Port Ultra 2 SCSI HBA (PCI bus)	52SY443634	1	0.00
A5149A	Single Port Ultra 2 SCSI HBA (PCI bus)	52SY444130	1	0.00
A4800A	PCI FWD SCSI-2 card for HP 9000 Servers	52SY433182	1	0.00
C1099A	Terminal console for HP3000/9000 systems	US01340005	1	6.00

a) Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: S  
Your PO Reference:  
CCRN Number: 0301362962

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
A5581A	Factory racked L-Class, HA slider rails				1	0.00
A5527A	HotSwap Power Supply, Redundant System				1	0.00
C4318SZ	SMART Family Full Height Enclosure	US70052909			1	36.00
C4318SZ#109	DLT 8000, Factory Racked				1	78.00
A5272AZ	SureStore E Disk Sys SC10 Factory Rack	USMM032895			1	12.00
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive				1	44.00
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive				1	44.00
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive				1	44.00
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive				1	44.00
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive				1	44.00
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive				1	44.00
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive				1	44.00
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive				1	44.00
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive				1	44.00
A4901A	HP Rack System/E, 33U, quartz color	US00077153			1	0.00
H6520AA	H/W Support		12/28/2004		1	-342.00
H6915AA	HW Support for Storage Devices		12/28/2004		1	-5.00
Sub-total						716.00
*** Software Support ***						
H5348B	HP Personalized System Support HP9000				1	1,463.00
	L-Class 2XXX/3XXX System					
H5348B	HP Personalized System Support HP9000				1	526.00
	L-Class 2xx/3xx PSS 3 or > CPU					
H7053AA	HP Software Support				1	35.00
	L-Class 2XXX/3XXX System					
H7053AA	HP Software Support				2	46.00
	Support - L-Class CPUs					
B9089AA	HP-UX OE LTU without system				1	29.00
B3920EA	HP-UX Operating System Media for Servers				1	0.00
B3920EA#ABA	U.S. - English localization				1	0.00
B3913DB	HP aC++ LTU for Servers				1	12.00
B2433EB	HP Micro Focus Object COBOL LTU Devel				1	20.00
B2491BA	MirrorDisk/UX License for Servers				1	0.00
B2491BA#AH0	System license for HP 9000 tier 1 SPU's				1	16.00
B6237AA	HP C/ANSI C Developers Bundle Manuals				1	0.00
H5348B_T00#0NY	PSS: Add'l Technical Svcs (normal hrs)				1	188.00
H7053AA_SL3#0BC	CD-ROM Documentation				1	0.00
H7053AA_SL3#AAF	CD-ROM Media				1	0.00
Sub-total						2,335.00
Total Monthly Price for SUNNYL1						3,051.00

a) Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: S

Your PO Reference:

CCRN Number: 0301362962

Product No.	Description	Serial No.	Coverage Period: from: to:	Qty	Price/USD
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Summary of Charges

Hardware Support	716.00
Hardware Support Tax CA	0.00
Software Support-Labor	2,177.00
Software Support-Labor Tax CA	0.00
Software Support-Labor & Materials	158.00
Software Support-Labor & Materials Tax CA	6.55
<b>TOTAL INCLUDING TAX</b>	<b>3,057.55</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Hardware products under warranty

A6144B	HP server rp5470 Enterprise Solution	USR414976S	12/28/2004a)	1
A6696B	Embedded I/O for HP server rp54X0 system		12/28/2004a)	1
A6146A	PA8600 CPU 1.5MB cache, 550 MHz	6F20181052	12/28/2004a)	1
A6146A	PA8600 CPU 1.5MB cache, 550 MHz	6F20181053	12/28/2004a)	1
A5796A	Processor Support Module for rp54X0	4Q93141572	12/28/2004a)	1
A5797A	512MB High Density SyncDRAM Mem Module	6E03137745	12/28/2004a)	1
A5797A	512MB High Density SyncDRAM Mem Module	6E03155591	12/28/2004a)	1
A5797A	512MB High Density SyncDRAM Mem Module	6E03156088	12/28/2004a)	1
A5797A	512MB High Density SyncDRAM Mem Module	6E03156140	12/28/2004a)	1
A6155A	HP svr rp5430 & rp5470 memory extender	6E03228581	12/28/2004a)	1
A5803A	18GB HotPlug Ultra2 SCSI LP disk drive	SG3BT2THL7	12/28/2004a)	1
A5803A	18GB HotPlug Ultra2 SCSI LP disk drive	SG3BT2THTJ	12/28/2004a)	1
A5557A	DVD ROM Device for HP Svr rp54X0 systems	JPP1054126	12/28/2004a)	1
A5149A	Single Port Ultra 2 SCSI HBA (PCI bus)	52SY443634	12/28/2004a)	1
A5149A	Single Port Ultra 2 SCSI HBA (PCI bus)	52SY444130	12/28/2004a)	1
A4800A	PCI FWD SCSI-2 card for HP 9000 Servers	52SY433182	12/28/2004a)	1
C1099A	Terminal console for HP3000/9000 systems	US01340005	12/28/2004a)	1
A5581A	Factory racked L-Class, HA slider rails		12/28/2004a)	1
A5527A	HotSwap Power Supply, Redundant System		12/28/2004a)	1
C4318SZ	SMART Family Full Height Enclosure	US70052909	12/28/2004a)	1
C4318SZ#109	DLT 8000, Factory Racked		12/28/2004a)	1
A5272AZ	SureStore E Disk Sys SC10 Factory Rack	USMM032895	12/28/2004a)	1
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive		12/28/2004a)	1
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive		12/28/2004a)	1
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive		12/28/2004a)	1
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive		12/28/2004a)	1
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive		12/28/2004a)	1
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive		12/28/2004a)	1
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive		12/28/2004a)	1
A5272AZ#250	36GB 10K RPM Ultra3 SCSI Drive		12/28/2004a)	1

a) Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: S  
Your PO Reference:  
CCRN Number: 0301362962

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
A4901A	HP Rack System/E, 33U, quartz color	US00077153	12/28/2004a)	1	

a) Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Payment Schedule as of 05/27/2004

Support Agreement ID: 245659962

Breakdown of charges for period: From: 07/01/2004 to: 06/30/2005

System Handle:

07/01/2004  
06/30/2005

SUNNYL

36,717.13

Applicable tax to be added to the invoice.

Print Date 05/27/2004

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Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.